

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROFESSIONAL SERVICES CONTRACT CLAUSE

SECTION I. DEFINITIONS

Arizona Unified Certification Program (AZUCP) means a consortium of government agencies organized to provide reciprocal DBE certification within Arizona pursuant to 49 CFR Part 26. The official DBE database containing eligible DBE firms certified by the AZUCP can be accessed at: <http://www.azdbe.org>.

City for the purposes of this contract means the City of Tempe.

Contract is a written agreement obligating the seller or business enterprise to furnish goods or services as submitted and the Purchaser or Buyer to pay for such goods or services.

DBE Joint Venture is an association between two or more persons, partnerships, corporations, or any combination thereof, formed to carry on a single business activity. One participant in the joint venture arrangement must hold DBE status with the City or AZUCP. The joint venture is limited in scope and duration to this contract,. The resources, assets and labor of the partnering participants must be combined in an effort to accrue profit.

Disadvantaged Business Enterprise (DBE) means a small business concern that has successfully completed the DBE certification process and been granted DBE status by the City's Equal Opportunity Department (EOD) or another member of the Arizona Unified Certification Program (AZUCP) pursuant to the criteria contained in 49 Code of Federal Regulation (CFR) Part 26.

Economically Disadvantaged Individuals means those individuals who have a personal net worth of less than \$750,000, not including the value of the equity interest in their personal residence or the value of their ownership interest in the firm seeking certification as a DBE.

Purchaser for purposes of this contract means the City or its subrecipient.

Small Business Concern means a small business with gross receipts or number of employees consistent with the U. S. Small Business Administration's definition of a small business, subject to further limitations as defined in 49 CFR Part 26.

Socially Disadvantaged Individuals means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Membership in one of the above mentioned groups does not qualify the firm to be considered a DBE for purposes of this contract. Only firms that have completed a DBE certification process and been granted DBE status by the City or AZUCP shall be considered socially and economically disadvantaged individuals for the purpose of this contract.

Subcontract is a contract at any tier below the prime contract, including purchase orders.

Submitter is an individual, partnership, joint venture, corporation or firm providing a submittal to the Purchaser to perform services required by the contract. The submittal may be direct or through an authorized representative.

Supplier, Wholesaler, or Distributor means a business enterprise that does not manufacture the goods or materials it sells, as defined by 49 CFR Part 26.

Broker, or Jobber means a firm that does not perform the essential work of the contract with its own forces and/or equipment, but acts to contract with other individuals or firms to supply the goods, materials, equipment, and/or labor to complete the work of this contract.

SECTION II. GENERAL REQUIREMENTS

- A. **For this contract the City has established a DBE participation goal of not less than 10.39 % of the contract dollar amount.** In determining if a Submitter has met this requirement, rounding up of proposed DBE subcontract amounts shall not be allowed.
- B. The successful Submitter agrees to meet the DBE goal established for this contract by making opportunities available for DBE firms to participate in the work of the contract.
- C. **Certification Requirement** - ONLY firms certified by the City or another member of the AZUCP are eligible to fulfill the DBE subcontracting goal established for the contract.
- D. **DBE Scopes of Work** - The eligible DBE firms, their scopes of work, and their proposed contract amounts listed in the submittal to fulfill the DBE requirements of the contract must not be removed or replaced, changed or reduced without prior written approval of the City.
- E. **Nondiscrimination Clause** - The Purchaser, as a recipient of federal U.S. Department of Transportation (USDOT) funding, has agreed to abide by the assurance found in 49 CFR Part 26.13(a). As a condition of this agreement, the Purchaser shall require each contract signed by the Purchaser with the Submitter, and each subcontract signed by the Submitter with a subcontractor, to include the following assurance:

“The contractor, subcontractor, or subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract and/or any other such remedy as the Purchaser deems appropriate.”

SECTION III. SUBMITTAL REQUIREMENTS

- A. **Non-negotiated Contracts** - Any Submitter wishing to remain in competition for contract award shall provide all required DBE information and forms **at time of submittal.**

Negotiated Contracts – Any Submitter wishing to remain in competition for contract award shall provide all required DBE validating information **once contract negotiations with the Purchaser have been completed and prior to contract award.**

Failure to submit the DBE program documentation for non-negotiated and negotiated contracts in a timely manner as herein set forth will result in a determination by the City that the prime contractor is non-responsive to the DBE requirements.

- B. **Submittal Format** - All required DBE information should be submitted in a separate sealed envelope either with the submittal OR at such time as all negotiations with the Purchaser are complete and the City requests the documentation.

C. **Forms & Documentation** - Submitters must submit the following documentation in the form prescribed by the City. For purposes of this requirement, other documentation that may, on its face, provide the same information contained on the required forms shall not be sufficient to meet this requirement except as noted for item 3 below.

1. A **Letter of Intent to Perform as a Subcontractor/Supplier** completed and signed by each DBE firm that will perform on the contract and whose participation will be counted towards meeting the DBE utilization goal. (**Attachments A & A2**)
2. A **Proposed DBE Participation** form completed and signed by the Submitter that lists all DBE firms that will perform on the contract and whose participation is being used to meet the DBE goal requirements of the submittal. (**Attachment B**)
3. A **Subcontractor Contact /Bidder List** of all subcontractors contacted to solicit bids/quotes, that includes the name and addresses of the companies and the scopes of work for which they were solicited. (**Attachment C or a form created by the submitter that provides the required information**)

D. **Waiver** - Submitters **failing** to identify DBE participation that is equal to, or greater than, the DBE utilization goal cited in Section II (A) of this document, shall, **as a matter of responsiveness**, petition for full or partial relief from the portion of the requirement that has not been met in the submittal.

The petition for relief and all required supporting documentation shall be provided **at the time set for submittal of all DBE documents as required and set forth in this document**. The petition for relief must state the specific portion of the goal for which relief is requested and must be in affidavit format, duly signed by an authorized representative of the Submitter.

The petition for relief **does not** relieve the Submitter from the requirement to submit the documentation listed in Part A of this section (Attachments A and B) for that portion of the DBE goal that will be met.

E. **Good Faith Effort** - A petition for relief shall include all reasonable good faith efforts made by the Submitter towards fulfilling the DBE requirement. Mere *pro-forma efforts* will not be regarded as satisfying the requirements of good faith. The actions taken to meet the good faith requirements must be substantiated by written documentation and proof.

The following factors, as set forth in 49 CFR Part 26, are illustrative of matters the City will consider in judging whether the Submitter made good faith efforts:

1. Whether the Submitter attended pre-submittal or pre-solicitation meetings that were held by the Purchaser. The Purchaser will verify attendance through a sign-in log maintained for each such meeting.
2. Whether the Submitter advertised in general-circulation trade association and DBE-focused media concerning the subcontracting opportunities.
3. Whether the Submitter solicited interest from a reasonable number of DBE firms. The notices should be in written format and should show that sufficient time was allowed for DBEs to participate effectively.
4. Whether the Submitter selected portions of the work to be performed by DBEs to increase the likelihood of meeting the DBE goals. This includes, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.
5. Whether the Submitter negotiated in good faith with interested DBEs and did not reject a DBE's submittal as unqualified without sound reasons.
6. Whether the Submitter made efforts to assist interested DBEs in obtaining bonding,

lines of credit, or any insurance required by the purchaser or Submitter.

7. Whether the Submitter effectively used the services of available DBE community organizations, contractor groups, local, state, and federal assistance offices, and other organizations that provide services to, or for the benefit of, DBEs.

F. **Direct negotiations with DBEs** - In instances where direct negotiations with DBEs has occurred, the actions taken must be reported in such a fashion as to include:

1. A detailed statement of the efforts made to negotiate with DBEs including, at a minimum, the names, addresses, and telephone numbers of DBEs contacted and the date(s) of the contact.
2. A description of the plans and specification information provided to DBEs regarding the portion of work to be performed.
3. A detailed statement of the reasons why an agreement was not reached with the DBE.
4. An explanation of the efforts made to select portions of the work to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
5. For each DBE contacted that is subsequently considered to be unavailable, the Submitter must submit a statement of unavailability signed by the DBE. If one cannot be obtained, a statement from the Submitter that includes the reasons why the DBE was considered unavailable must be provided.

G. **Waiver Consideration** – When a full or partial Waiver is requested, The City will consider all evidence provided by the Submitter in the submittal packet. A department representative may request to meet with the Submitter for purposes of obtaining clarification of the information being reviewed.

The City will make a determination, in writing, of the Submitter's demonstration of good faith. If a determination is made that the Submitter failed to meet the good faith requirements, the City shall consider the submittal as non-responsive. Notice shall be sent, in writing, in instances where the Submitter is found to have been non-responsive.

H. **Administrative Reconsideration** – If the City determines the Submitter failed to meet the good faith effort requirements, an opportunity for reconsideration of this determination will be provided prior to awarding the contract.

If a Submitter wishes to request reconsideration of the determination of non-responsiveness based on insufficient good faith efforts, written notice must be submitted to the City within three days of the City's notification to the Submitter. As all relevant evidence and documentation were required at the time of submittal, no additional evidence or documentation of good faith efforts will be considered in the reconsideration process. The request for reconsideration should be made to:

City of Phoenix Equal Opportunity Department
Business Relations Division-Contract Compliance Section
251 West Washington Street, Seventh Floor
Phoenix, AZ 85003

SECTION IV. POST-AWARD GENERAL REQUIREMENTS

A. **DBE Subcontracting Obligation** – The Submitter receiving award of the contract shall enter into a subcontract with each approved DBE subcontractor listed in their submittal. The contract shall be for the scope of work and amount stated in the submittal documents. DBE subcontracts shall not be terminated, nor shall the scope of work be

altered, without written approval of the City. The amount of the subcontract shall also not be revised to a lower amount than was stated in the submittal documents without prior written approval of the City. Any petition to alter the original committed subcontract with a DBE must be submitted in writing to the City prior to such change occurring. Failure to do so may result in the contractor being declared in breach of the contract.

B. **DBE Substitutions** – The contractor must notify the City in writing of the necessity to substitute a new DBE in order to fulfill the DBE requirements. Actual substitution or replacement of a DBE listed in the submittal and approved by the City must not occur before the City’s written approval is obtained. The request must provide specific reasons why the substitution or replacement of the DBE listed in the submittal is necessary.

C. **Post-Award Relief From DBE Requirements** – After contract award, no relief from the DBE requirements will be granted except in exceptional circumstances. Requests for relief from any or all of the DBE goal requirements must be in writing to the City. The City has the final authority to determine if the request will be granted.

The written request must contain the amount of the relief being sought, the evidence that demonstrates why the relief is necessary, and any additional relevant information to be considered by the City. All records of the contractor’s attempts to subcontract with the DBE firm(s) listed in the submittal and any other actions taken to locate and solicit a replacement DBE must be included with the request.

If an approved DBE allows their DBE status to expire or their DBE certification is removed during the course of the subcontract, the City will consider all work performed by the DBE under the original contract to count towards meeting the DBE goal requirement. No negotiated increased scopes of work will be counted nor will any work performed under a contract extension granted by the City be counted towards meeting the DBE goal requirement.

In instances where the subcontractor was approved as a bona fide DBE by the City, and the firm subsequently loses its DBE status prior to the execution of a contract, the City will consider whether or not good faith efforts were made to find and substitute the firm with a certified DBE. The showing of good faith must be provided in writing to the City prior to replacing the DBE firm.

SECTION V. POST-AWARD COMPLIANCE REQUIREMENTS

A. **Attempts to Evade DBE Requirements** – Any contractor found to have knowingly engaged or participated in any direct or indirect attempt to evade the DBE requirements of the DBE Contract Clause may be declared ineligible for future contracts with the Purchaser that contain federal assistance. The contractor may be held liable to the Purchaser for any forfeiture of funds or damages caused by delay in the award or performance of the contract resulting from the contractor’s non-compliance.

If a contractor or subcontractor uses, or attempts to use, false, fraudulent, or deceitful statements or representations in order to meet the DBE goal requirement of the contract, the City reserves the right, under the provisions of 49 CFR Part 26.107, to report such actions to the USDOT. The USDOT may, at its discretion, initiate suspension or debarment proceedings against the firm. The City may also pursue all means available to address such unprofessional and unethical behavior.

- B. **Prompt Payment of Subcontractors** – In accordance with the Arizona Revised Statutes (ARS), Section 340221(F) and the Purchaser's Invitation to Bidders, the contractor is required to pay its subcontractors or suppliers within 7 calendar days of receipt of each progress payment from the Purchaser. Any diversion by the contractor of payments received for work performed on the contract, or failure to reasonably account for the application or use of such payments, constitutes grounds for disciplinary action by the Registrar of Contracts and breach of the contract with the Purchaser.

In accordance with requirements in the federal regulations governing the DBE program, 49 CFR Part 26, a prime contractor will pay all subcontractors in full at such time as the work of the subcontractor is complete and the Purchaser has accepted and paid the prime for the work performed by the subcontractor.

- C. **Counting DBE Participation** – DBE subcontracting participation on the contract will be calculated based on that portion (dollar value) of the contract that DBEs actually perform with their own forces, equipment, supplies, etc. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, **except** when supplies and/or equipment is purchased or leased from the prime contractor or its affiliate.
- D. **DBE Performance of a Commercially Useful Function** - The work of a certified DBE may be counted towards attaining the DBE goal of the contract only if the DBE is performing a commercially useful function on the contract. In order to meet this commercially useful function standard, the DBE firm must perform or exercise responsibility for at least **30 percent** of the total cost of its contract with its own workforce. Any work contracted to the DBE that is performed by the forces of the prime contractor or a non-DBE subcontractor to the DBE will not be counted.
- E. **Fees and Commissions** - DBE firms that supply a bona fide service for a fee or commission may be counted only to the extent of the fees or commissions charged by the DBE. This includes, but is not limited to, providing professional, technical, consultant, or managerial services, and bonds or insurance specifically required for the performance of a DOT-assisted contract. The fees must be reasonable and not excessive as compared with fees customarily allowed for similar services. **Example:** *A DBE firm that supplies uniformed officers for security or traffic control may count only the amounts retained by the DBE as a commission for supplying the officers. The hourly amount paid through the DBE to the officers may not be counted.*
- F. **DBE Prime Contractor** - A DBE prime contractor that has obtained DBE status with the City or another AZUCP member will be credited with DBE participation for that portion of the contract that they themselves perform only if the DBE prime performs a commercially useful function on that contract. In order to meet the commercially useful function standard, a DBE prime must perform or exercise responsibility for at least **30 percent** of the total cost of its contract with its own workforce. A DBE prime contractor that has not been granted DBE status by the City or AZUCP member cannot count its participation. In addition, any portion of the contract that is subcontracted and performed by an eligible DBE subcontractor may also be counted. **Example:** *If a DBE prime contractor proposes to perform 60 percent of the contract with the firm's equipment and workforce, and subcontracts 20 percent to a DBE firm and 20 percent to a non-DBE firm, DBE participation will be credited as being 80 percent.*
- G. **DBE /Non-DBE Joint Ventures** - A DBE/non-DBE joint venture, functioning as the prime contractor or as a subcontractor on a federally assisted project, will be credited

with DBE participation on the basis of the percentage of profit accruing to the DBE firm. The DBE participant in the Joint Venture must have been granted DBE status by the City of Phoenix or an AZUCP member prior to the creation of the joint venture arrangement. The City must review the form and substance of the joint venture prior to determining the responsiveness of the bid submittal if the participation of the DBE in the joint venture is to be counted towards satisfying the DBE goal requirement. **Example:** *A joint venture made up of one DBE and one non-DBE proposes to perform 60 percent of a project quoted at \$400,000. A total of 50 percent of the profits for performing the work will go to the DBE partner in the joint venture. DBE participation will be credited at 30 percent or \$120,000.*

- H. **Lower Tier Non-DBE Participation** - Subcontract dollars paid by DBE primes and/or qualifying joint ventures to non-DBE subcontractors will not be considered when determining the percentage of DBE participation on this contract. Amounts subcontracted to a non-DBE by a DBE subcontractor (2nd tier or lower) may not be counted.
- I. **DBE Suppliers** – Purchases from DBE suppliers who have been granted DBE status by the City of Phoenix or an AZUCP member may be counted towards the DBE goal as follows:
1. **Manufacturers** - Amounts paid to a DBE supplier that manufactures or substantially alters the material or product it supplies will be credited at 100% of the expenditure when determining the percentage of DBE participation.
 2. **Regular Dealer** - Purchases from a DBE firm that is an established, regular business that engages, as its principal business, in the purchase, sale, or lease of the products being supplied **may be credited towards the DBE goal at sixty percent (60%) of the sale price** when determining the percentage of DBE participation.
 3. **Packagers, Brokers, Manufacturers' Representatives** – Purchases from a DBE firm who arranges or expedites transactions not as regular dealers **may not be counted in full** when determining DBE participation. Only the fees or commissions charged in the procurement of the materials or supplies, or fees/transportation charges for the delivery of the materials or supplies, may be credited towards achievement of the DBE goal.
- D. **Record Requirements** – During the performance of the work of the contract, the contractor shall keep such records as are necessary to determine its compliance with the DBE requirements. The records are to be provided to the City within 72 hours of notification by the City that the records are required. These records include, but may not be limited to:
1. A complete listing of all DBE and non-DBE subcontractors on the project.
 2. The scopes of work being performed by each subcontractor.
 3. The dollar value of all subcontracting work, services, and procurements.

SECTION VI. POST-AWARD REPORTING REQUIREMENTS

- A. **Subcontracts** – The contractor shall enter into a subcontracting arrangement with each DBE firm listed on Attachment B of their submittal. Copies of all executed DBE subcontracts shall be submitted to the City as a matter of compliance. Contracts must be submitted prior to the commencement of work by the DBE firm in order for the work being performed to be counted towards the established DBE goal requirement.

- B. **Timely Reporting** - During the course of the contract, the contractor will submit all required DBE reports in an accurate and timely manner. Reports shall be in such form, manner, and content as prescribed by the City. These reports shall be submitted with each Request for Payment submitted by the contractor to the Purchaser. **(Attachment D and other such reports as prescribed by the City)**
- C. **Close-Out Reporting** - Upon completion of the contract, the contractor shall submit a "Certification of Payment to DBE" form (**Attachment E**) and "DBE Subcontracting/Subconsultant/Procurement" (**Attachment F**) forms to the City. These forms are to be completed and signed by a duly authorized agent of the contractor. All DBE subcontractors must verify they have received payment in full from the prime contractor on the Certification of Payment to DBE form.

ATTACHMENT A

**LETTER OF INTENT TO PERFORM AS A SUBCONSULTANT/SUBCONTRACTOR/SUPPLIER
(TO BE COMPLETED BY THE DBE SUBCONTRACTOR/SUPPLIER)**

PROJECT DESCRIPTION:
East Valley Operations & Maintenance Facility - Design

PROJECT NUMBER:

TO: _____
(Insert name of prime contractor or general bidder)

1. The undersigned is certified as a DBE as of the date of this bid with the following agency:

- ___ City of Phoenix Equal Opportunity Dept.
- ___ Arizona Unified Certification Program (please provide agency name)

2. The undersigned is prepared to perform the following scope(s) of work on the above referenced project:

COMPLETE THIS PORTION IF SCOPE OF WORK IS BID BY UNIT PRICE OR HOURLY RATE (TRUCKING, HAULING, UNIFORMED OFFICERS, ETC.)			
Description	Unit/Hour Estimate	Unit/Hourly Price	Total Minimum Contract Amount
			\$

COMPLETE THIS PORTION IF SCOPE OF WORK IS NOT BID BY UNIT PRICE OR HOURLY RATE	
Description	Total Bid Amount
	\$

3. The undersigned affirms that of the trucking/hauling work quoted above, the following applies:

Total Minimum Contract Amount \$ _____
Percentage Subcontracted to Non-DBE Trucking Firms ____%
Brokerage Fee Charged to Non-DBE Trucking Firms ____%
Percentage Subcontracted to DBE Trucking Firms ____%

4. The undersigned affirms the amount of fees and commissions for work quoted above are as follows:

Unit Price Bid \$ _____ Fees/Commissions Portion of Bid \$ _____

5. The undersigned will sublet and/or award \$ _____ of work bid to a non-DBE firm

6. The undersigned will sublet and/or award \$ _____ of work bid to another certified DBE firm

On the ____ day of _____, 2009, by signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should the prime contractor receive award of this contract from the Purchaser.

(Print DBE Firm Name) (Phone Number)

(Authorized Signature) (Print Name and Title)

ATTACHMENT A-2

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/SUPPLIER
INSTRUCTION WORKSHEET
(NOT REQUIRED FOR SUBMITTAL)**

THE FOLLOWING IS BEING PROVIDED AS AN EXAMPLE FOR CALCULATING THE AMOUNTS THAT SHOULD BE ENTERED ONTO ATTACHMENT A-1 ON THE OPPOSITE SIDE OF THIS FORM. FOR ASSISTANCE PLEASE CONTACT THE PUBLIC TRANSIT DEPARTMENT AT 602-495-0579.

Part I. Fees and Commissions: Insert the information from Step One below in Section 2 of Attachment A of the LOI form. Transfer the information from Step Three to Section 4 of the form. This part is applicable to the use of uniformed officers to provide traffic control and security and other services provided at an hourly rate by non-employees of the DBE bidder and where the DBE will retain fees or commissions.

STEP ONE			
Total Number of Hours	Per Hour Bid Amount	Total Gross Bid Amount	Calculation Formula:
200	\$30	\$6,000	$200 \times \$30 = \$6,000$
STEP TWO			
Per Hour Bid Amount	Hourly Rate Paid to Officers	DBE Retained Commission/Fee	Calculation Formula:
\$30	\$21	\$9	$9 / 30 = 30\%$
STEP THREE			
Gross Bid Amount (from Step One)	Commission/Fee % (from Step Two)	Amount Counted as DBE Participation	Calculation Formula:
\$6,000	30%	\$1,800	$\$6,000 \times .30 = \$1,800$

Part II. Trucking and Hauling: DBEs should indicate in Sections 2 and 3 of Attachment A-1 of the LOI form information regarding DBE trucking on the contract. The City allows 100 percent of the payments for services provided by DBE owned and leased trucks to be counted. The payments for non-DBE owned or leased trucks cannot be counted in full. Only the fees and commissions that the DBE firm retains over and above the leasing costs they pay for non-DBE owned or leased trucks can be counted. The City will require proof of the leasing arrangements prior to determining compliance.

STEP ONE	STEP TWO	STEP THREE
Total number of trucks to be used on the contract	Number of trucks owned by the DBE that will be used on the contract	Number of DBE leased trucks that can be counted in full
7	2	3
STEP FOUR	STEP FIVE	
Number of non-DBE leased trucks that cannot be counted in full (add Steps Two and Three and subtract from Step One)	Fees and Commissions that will be retained by the DBE for the trucks in Step Four that cannot be counted in full	
2	Cost bid to Prime minus leasing cost to DBE for all leased trucks in Step 4.	

ATTACHMENT B

PROPOSED DBE PARTICIPATION

(TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT)

NAME OF SUBMITTER _____

PROJECT DESCRIPTION _____

DBE FIRM NAME	PRINCIPAL CONTACT	ADDRESS/PHONE	SCOPE OF WORK DBE WILL PERFORM	TOTAL DOLLAR VALUE OF WORK TO BE PERFORMED BY DBE	\$ VALUE OF DBE UTILIZATION APPLIED TOWARD GOAL from Attachment A
				TOTAL	

NOTE: IF LISTING TRUCKING/HAULING, UNIFORMED POLICE OFFICERS, SUPPLIERS, OR OTHER SCOPES OF WORK THAT MAY BE SUBJECT TO DBE UTILIZATION LIMITATIONS, PLEASE REFER TO THE SPECIFICATION DOCUMENTS AND ATTACHMENT A-2 FOR INSTRUCTIONS

TOTAL PROPOSED DBE UTILIZATION LISTED ABOVE IS \$ _____ OR _____% OF THE BASE BID AMOUNT OF \$ _____.

THE UNDERSIGNED HEREIN AFFIRMS THAT THE BIDDER WILL ENTER INTO A FORMAL AGREEMENT WITH THE DBE CONSULTANTS/CONTRACTORS/SUPPLIERS LISTED HEREIN CONDITIONED UPON THE EXECUTION OF A CONTRACT WITH THE PURCHASER.

Signed By _____ Title _____ Date _____

ATTACHMENT D

CONTRACTOR'S STATEMENT OF DBE UTILIZATION

SHEET ____ OF ____

(1) PAY REQUEST NO. _____

(2) REPORT PERIOD FROM _____ TO _____

(3) PROJECT NAME _____

(4) PROJECT NO. _____

(5) BASE BID \$ _____

(6) CONTRACT NO. _____

(7) REQUIRED DBE UTILIZATION _____%

(8) PROPOSED DBE UTILIZATION _____%

(9) DBE NAME REPRESENTATIVE NAME & TELEPHONE NUMBER	(10) CLASS OF WORK	(11) CONTRACT AMOUNT	(12) CONTRACT ADJUSTMENTS	(13) REVISED CONTRACT AMOUNT	(14) AMOUNT EARNED THIS PERIOD	(15) AMOUNT EARNED TO DATE	(16) AMOUNT RETAINED THIS PERIOD	(17) AMOUNT RETAINED TO DATE	(18) AMOUNT PAID TO DBE THIS PERIOD	(19) AMOUNT PAID TO DBE TO DATE	(20) % OF CONTRACT COMPLETE TO DATE
(21) DBE TOTALS											

(22) CONTRACTOR _____ (23) AUTHORIZED SIGNATURE _____ (24) DATE _____

(25) PERCENTAGE OF TOTAL PRIME CONTRACT COMPLETED TO DATE _____%

ATTACHMENT E

CERTIFICATION OF PAYMENT TO DBE FIRMS

(TO BE COMPLETED BY THE PRIME CONTRACTOR AND DBE SUBCONTRACTOR)

PRIME CONTRACTOR AFFIDAVIT:

The undersigned, having contracted as the prime contractor on Project # _____, hereby certifies that full payment has been made to the DBE subcontractor cited below. The total value of all payments made to the DBE firm for materials and/or work performed on this contract is as follows:

DBE Subcontractor: _____ **Total Amount Paid: \$** _____

This certification is made under Federal and State laws concerning false statement. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three (3) years from the project acceptance date. In the event the DBE was not paid in accordance with affidavits submitted by the prime contractor, all documentation supporting the contractor's position of delayed or withheld payment should be submitted.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAW, THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

By: _____

Authorized Agent for Prime Contractor

(Print Name and Title)

Date: _____

DBE SUBCONTRACTOR AFFIDAVIT:

The undersigned DBE subcontractor/supplier/manufacture hereby certifies that a contract was entered into with the above named prime contractor to perform work or provide materials on the project cited in this document. I further certify that the total amount of payments received as provided herein by the prime contract is accurate and unchallenged.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OF FEDERAL LAWS, THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

By: _____

Authorized Agent for DBE Subcontractor

(Print Name and Title)

Date: _____

